

# **Exhibit E**

**From:** Samuel O. Maduegbuna [<mailto:sam.m@mcande.com>]  
**Sent:** Thursday, July 14, 2022 4:37 PM  
**To:** Eisen, David S. <[David.Eisen@wilsonelser.com](mailto:David.Eisen@wilsonelser.com)>  
**Subject:** RE: Robert Gordon - PRIVILEGED SETTLEMENT COMMUNICATION - WITHOUT PREJUDICE

**[EXTERNAL EMAIL]**

David –

Thanks for sharing these documents, which, as suspected, evidently are self-serving and were never shared with Robert, UNTIL NOW.

There is no need for the reminder: I am well aware of the terms of the contract with your firm; which by the way was totally breached in the haste to wrongfully terminate Robert. As I previously advised, since several clauses of the contract are impermissible, unconscionable and violate the public policy, Robert was well within his rights to sue your firm in federal court.

Finally, I did send you a formal settlement demand on July 12 giving you an opportunity to respond by July 15. Please confirm receipt and if there is any interest in settlement, let me know before the close of business tomorrow.

Thanks,

Sam

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**From:** Eisen, David S. <[David.Eisen@wilsonelser.com](mailto:David.Eisen@wilsonelser.com)>  
**Sent:** Thursday, July 14, 2022 6:41 PM  
**To:** Samuel O. Maduegbuna <[sam.m@mcande.com](mailto:sam.m@mcande.com)>  
**Subject:** Robert Gordon

Sam:

Per your request, I have attached Mr. Gordon's evaluations and self-evaluations.

I also wanted to remind you that, in addition to the arbitration provision in Mr. Gordon's contract with the Firm, there is also pre-arbitration dispute resolution language. Mr. Gordon has failed to comply with those obligations, in addition to the arbitration provision, by filing suit against the Firm.

David

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Thank you.